

AG Contract No. KR03-0477TRN
ADOT ECS File: JPA 03-021
TRACS No.: 195-YU-25-H577410C
Project No.: S-195-A-502
5 year Item No.: 13704
Project: YMIDD A Canal Box Culvert
and SCADA System

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
YUMA MESA IRRIGATION AND DRAINAGE DISTRICT

THIS AGREEMENT is entered into 3rd June, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and YUMA MESA IRRIGATION AND DRAINAGE DISTRICT, acting by and through its BOARD OF DIRECTORS (the "YMIDD").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The YMIDD is empowered to enter into this agreement and has by resolution, through their Board of Directors, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the YMIDD.

3. It is in the mutual interest of the State and the YMIDD to design and construct a Box Culvert across the A Canal and a SCADA System necessary to operate the upstream A and B canals. The estimated cost of \$1,325,128.00, for design, construction, and construction administration, all at the State's expense, is hereinafter referred to as the "Project". The parties hereto agree that the YMIDD shall be the lead agency for the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 26028
Filed with the Secretary of State
Date Filed: 06/03/03
Genie K. Brewer
Secretary of State

By: Wing D. Gruesewald

II. SCOPE OF WORK

1. The YMIDD will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Incorporate State review comments as appropriate. Invoice the State for the reasonable cost of design, with no YMIDD profit or fee

b. Call for bids and with the concurrence of the State, award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Obtain the concurrence of the State on any Project related contractor contract modifications. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the YMIDD.

c. Invoice the State for the cost of construction of the Project, in the form of Exhibit A (form provided), plus up to eight percent (8%) of the construction cost for construction administration and engineering, estimated at \$1,325,128.00, but will in no event exceed \$1,325,128.00.

d. Relinquish right-of-access for future maintenance of the A & B Canals from the Area Service Highway (SR 195) rights-of-way. Should emergency maintenance access be required by the YMIDD, a permit can be obtained through the Yuma Construction District. Right-of-access to the B Canal from the Area Service Highway and from the B Canal to the Area Service Highway will continue to be available by means of right turns permitted from and to the Area Service Highway, however, it is understood that a raised median will be constructed at the B Canal crossing of the Area Service Highway and traffic crossing the Area Service Highway will not be permitted. YMIDD may also routinely access the A and B Canals structures below the Area Service Highway from the canals upstream and downstream of the Area Service Highway.

e. Upon completion, approve and accept the Project on behalf of the parties hereto, and provide maintenance to the irrigation appurtenances.

2. The State will:

a. Review the design documents and provide comments. Pay the District for the reasonable cost of design within (30) days after receipt and approval of an invoice.

b. Provide necessary rights-of-way and temporary construction easements for construction of the Project.

c. Allow the YMIDD to utilize material from within State rights-of-way for temporary construction purposes.

d. Issue the District any required State permits for the construction of the Project. Review the work during construction and be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

e. Retain the right to cancel the Project in the event of excessive cost. If the State elects to cancel the Project, the State will reimburse the District for costs incurred on the Project up until the time of cancellation.

f. Reimburse the District for the reasonable actual cost of the Project plus up to eight percent (8%) construction administration and engineering, in a total amount estimated at \$1,325,128.00, but will in no event exceed \$1,325,128.00, within thirty (30) days after receipt and approval of an invoice.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project construction and payments, provided, however, that this agreement may be cancelled at any time prior the award of a construction contract, upon 30 days written notice to the other party

2. This agreement shall become effective upon filing with the Secretary of State

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards conflicts of interest on behalf of State employees

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to 5-year records retention by the District and audit by the State are applicable to this contract

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518

6. All notices or demands upon any party to this agreement, except as otherwise specified herein, shall be in writing and shall be delivered in person or sent by mail addressed as follows.

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007
(602) 7125-8088 FAX 255-7424

Yuma Mesa Irrigation and Drainage District
14329 S. 4th Avenue Extension
Yuma, AZ 85365
(928) 726-4353

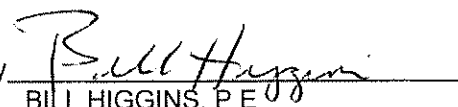
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written

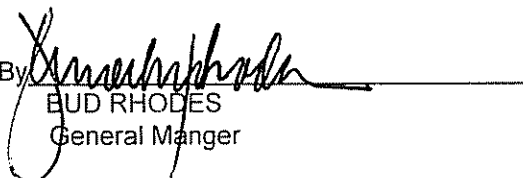
**YUMA MESA IRRIGATION AND DRAINAGE
DISTRICT**

STATE OF ARIZONA
Department of Transportation

By 
ELDON PAULSEN
Board President

By 
BILL HIGGINS, P E
Acting State Engineer

ATTEST:

By 
BUD RHODES
General Manager

**YUMA MESA IRRIGATION AND DRAINAGE DISTRICT
14329 S. 4TH AVENUE EXT.
YUMA, AZ 85365**

MAY 6, 2003

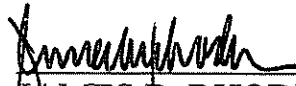
R E S O L U T I O N

BE IT RESOLVED by the Board of Directors of the YUMA MESA IRRIGATION AND DRAINAGE DISTRICT that the following INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND YUMA MESA IRRIGATION AND DRAINAGE DISTRICT, attached hereto be and the same is hereby approved.

AG CONTRACT NO. KR03-0477TRN
ADOT ECS FILE: JPA 03-021
TRACS NO.: 195-YU-25-H577410C
PROJECT: STP-195-A (001)
5 YEAR ITEM NO.: 13704
PROJECT: YMIDD A CANAL BOX CULVERT AND
SCADA SYSTEM

C E R T I F I C A T I O N

I, JAMES B. RHODES, the duly appointed EXECUTIVE SECRETARY AND MANAGER of the BOARD of the YUMA MESA IRRIGATION AND DRAINAGE DISTRICT, do hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of said District on May 6, 2003 at the Regular Board Meeting duly posted and called by the Board of Directors. Those Directors being present: Chairman Eldon Paulsen, Director Randolph Fram and Director James Weddle.



JAMES B. RHODES
EXECUTIVE SECRETARY, MANAGER

APPROVAL OF
THE YUMA MESA IRRIGATION AND DRAINAGE DISTRICT ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the STATE OF ARIZONA and THE YUMA MESA IRRIGATION AND DRAINAGE DISTRICT, and declare this agreement to be in proper form and within the powers and authority granted to the YUMA MESA IRRIGATION AND DRAINAGE DISTRICT, acting by and through its BOARD OF DIRECTORS under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 6th day of May, 2003



Attorney



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE 602.542.8859

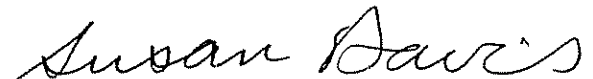
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR03-0477TRN (JPA 03-021), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED May 27, 2003.

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/ss

att.